



Exhibit "6"

APPROVED AS TO FORM  
*GDU*  
Office of the City Attorney

Prepared By: GDW  
Requested: OCA  
Presentation on: 5-9-17  
Suspension of Rules: NO

## RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY  
PERMIT TO UNIVERSITY OF ALABAMA  
(A15-1081)

WHEREAS, the University of Alabama has requested a right-of-way use permit to install and maintain irrigation, landscaping, wearing surface, medians, sidewalks, chains and bollards, signage, street lighting, storm water inlets, electric service lines, gas piping, thermal energy piping, fiber optic conduits, and other miscellaneous utilities and infrastructure within the right of way of University Boulevard from the west terminus of the Alberta Bridge to Wallace Wade Avenue; and,

WHEREAS, the City Council of Tuscaloosa is willing to grant permission to the University of Alabama for the aforesaid purposes in the University Boulevard right-of-way upon the terms and conditions of a permit and the recommendation of the Infrastructure and Public Services department (IPS).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be, and he is hereby, authorized to execute a permit to the University of Alabama to install and maintain irrigation, landscaping, wearing surface, medians, sidewalks, chains and bollards, signage, street lighting, storm water inlets, electric service lines, gas piping, thermal energy piping, fiber optic conduits, and other miscellaneous utilities and infrastructure within the right of way of University Boulevard from the west terminus of the Alberta Bridge to Wallace Wade Avenue as described in said permit; and the City Clerk is authorized to attest the same.

**FUNDING REQUIRED:**  Yes  No

## COUNCIL ACTION

By: \_\_\_\_\_  
**Finance Director**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed 5-9-17  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF TUSCALOOSA )

**MUNICIPAL RIGHT OF WAY PERMIT TO THE UNIVERSITY OF ALABAMA  
(A15-1081)**

This agreement for permission made the 11<sup>th</sup> day of May, 2017, between the City of Tuscaloosa, a Municipal Corporation, hereinafter referred to as "City" or "Grantor", and The Board of Trustees of The University of Alabama, for an on behalf of The University of Alabama, hereinafter referred to as "Grantee".

The City hereby grants permission to Grantee to use the City's right-of-way for the following purposes:

Install and maintain irrigation, landscaping, wearing surface, medians, sidewalks, chains and bollards, signage, street lighting, storm water inlets, electric service lines, gas piping, thermal energy piping, fiber optic conduits, and other miscellaneous utilities and infrastructure within the right of way

hereinafter referred to as "Improvements", on the portion of the right-of-way owned or controlled by the City located as follows:

University Boulevard from west terminus of the Alberta Bridge to Wallace Wade Avenue  
(hereinafter "right-of-way")

The permissions granted pursuant to this permit shall be limited solely to the location and purposes as described above and shall not be construed as a franchise agreement to utilize the public right of way for commercial or business purposes.

1. Term. The permissions granted herein shall be possessed and enjoyed by Grantee for only so long as the conditions of this permit are complied with, unless otherwise terminated sooner as provided for herein.
2. Rights of City. The City retains full title and ownership to all aspects and portions of the right-of-way for which the City has ownership. Grantee retains ownership to all aspects and portions of the right-of-way that were the subject of the land grant to the University of Alabama from the United States of America in 1818, or that have otherwise been previously acquired by Grantee. Nothing herein shall be deemed or construed as transferring title to any land subject to the right-of-way from one party hereto to the other. The City reserves its full police and municipal powers in regard to said right-of-way and the improvements thereon, including but not limited to the right to the use and enjoyment of the right-of-way to the fullest possible extent, including the right, collaboratively with Grantee, to exercise traffic control, pedestrian access, and parking regulations.

It is understood by and between the City and the Grantee that this is a non-exclusive permit and the City reserves the right to convey permits to public utilities. This permit is a mere license and as such confers no property or legal interest.

3. Maintenance. The City assumed the responsibility for maintenance and repair of the right-of-way identified above under the terms of an Agreement entered into on or around July 21, 2015, between ALDOT and the City. Grantee has received a grant from ALDOT for the repair of the right-of-way and the construction of the improvements. Grantee shall be solely

responsible for and shall bear all cost of upkeep and maintenance of the right-of-way and the improvements. In the event said right-of-way improvements fall into a state of disrepair or become unsightly or unsafe, the City shall first give the Grantee notice of its concerns and a reasonable opportunity to cure any deficiencies in the right-of-way and improvements. Thereafter, the City shall have the right to remove said improvements and shall receive reimbursement from Grantee for the cost of said removal. If the permitted area is damaged by the use of the Grantee pursuant to this permit, the City shall have the right to repair the area and the Grantee agrees to pay the reasonable cost of such repair.

4. **IPS Guidelines.** During the construction of the improvements, Grantee will coordinate any temporary pedestrian or motor vehicle traffic rerouting with the Infrastructure and Public Services Department, consistent with applicable IPS guidelines for work zones so as to keep disruption to a minimum.
5. **Termination.** In consideration of the substantial investment by the Grantee and others in the improvements and in further consideration of the assumption of the obligation to permanently maintain the right-of-way and the improvements the City shall not have the right to terminate this permit unless Grantee is in material breach of its obligations hereunder. Prior to any such termination by the City, the City must give Grantee written notice of its intent to terminate and the reasons for such termination. Grantee will have one hundred eighty (180) days to cure the material breaches outlined by the City prior to any termination taking effect. In the event the City exercises any of its rights pursuant to this permit, Grantee does hereby waive and release any and all claims, suits, causes of action or judgments against the City of Tuscaloosa, its officers, agents, or employees including but not limited to claims pursuant to Section 235 of the Alabama Constitution and 42 USC §1983 and to the extent allowed by law agrees to indemnify and hold harmless the City, its officers, agents, and employees of and from any claim, cause of action or judgment arising out of or in any manner associated with any suspension, modification or termination of the permit.
6. **Public Utilities.** There may be public utilities, such as power, gas, etc., located in the right-of-way. Therefore, the City grants permission to Grantee subject to the rights of any utility companies, franchises, or other utilities, including the City itself, which may now or in the future utilize City of Tuscaloosa's right-of-way. Grantee shall be responsible for determining the location of all utilities and for any damages to the same as may occur as a result of Grantee's activities. Furthermore, Grantee accepts responsibility for any costs incurred in connection with the repair, maintenance or replacement of any utilities affected by the issuance of this permit.
7. **Laws and Regulations.** Grantee agrees to and shall at all times, comply with all applicable federal, state and local laws and regulations.
8. **Indemnity.** To the extent allowed by law, and without waiving any immunities to which it may be entitled under Alabama or federal law, Grantee agrees to be solely responsible for the safety and welfare of its members and those persons participating with them, and for the general public, in or about the permitted area in relation to this permit. Further, to the extent allowed by law, and without waiving any immunities to which it may be entitled under Alabama or federal law, Grantee agrees and does hereby forever release, indemnify and hold harmless the City of Tuscaloosa, its officers, agents and employees, of and from any and all demands, claims, suits, judgments and/or damages of any sort, including, but

not limited to, property damage, personal injury and/or death arising out of or in any way related to any activity or conduct pursuant to this permit.

9. No Personal Liability of Public Official. In carrying out any of the provisions hereof in exercising any authority granted by the permit, there will be no personal liability upon any public official.
10. Non-Discrimination. The Grantee shall not discriminate against any person because of race, color, sex, age, disability, religion or national origin, and shall further comply with all pertinent local, state and federal laws and regulations.
11. Non-Assignable. This permit is non-renewable, non-transferable, non-assignable and issued to the Grantee solely for the purpose(s) stated herein. This permit shall not be construed against the party who drafted it.
12. Covenant to Run with Premises. Grantee, for himself/herself, his/her heirs and assigns, does hereby agree that the conditions herein imposed upon Grantee shall be as and for a covenant running with the premises and shall be binding on all those who may subsequently take title to the premises.
13. MISCELLANEOUS:

Capacity: Grantee represents and warrants to the City as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That it has full power and capacity to obtain this permit and to perform the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, Grantee has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this permit and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That Grantee has duly authorized and empowered a representative to execute this permit on their respective behalf and the execution of this permit by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this permit by a representative of the Grantee shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent Grantee is a partnership, limited liability company or joint venture, the execution of this permit by any member thereof shall bind the Grantee and to the extent that the execution of the permit is limited to a manager, managing

partner or specific member then the person so executing this permit is duly authorized to act in such capacity for the Grantee.

- F. That Grantee represents and warrants to the City that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon its ability to perform pursuant to the terms and conditions of this permit.
- G. That Grantee has obtained any and all required license, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this permit.
- H. This permit constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
  - (1) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights;
  - (2) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
- I. Neither party will enter into any agreement to do anything prohibited in this permit or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
- J. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this permit;

Waiver: Non enforcement of any provision of this permit by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the permit.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this permit.

Final Integration: This permit constitutes the entire permit, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this permit, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party, which is not contained in this Agreement or expressly referred to herein have been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this permit shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This permit may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This permit shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

Captions: The captions of this permit are for convenience and reference only, are not a part of this permit, and in no way define, describe, extend, or limit the scope or intent of this permit.

Construction: This permit shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this permit, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this permit.

Agreement Date/Counterparts: The date of this permit is intended as and for a date for the convenient identification of this permit and is not intended to indicate that this permit was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases. The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this permit unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this permit shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this permit that are valid, but this permit shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

Executed on this the 11<sup>th</sup> day of May, 2017.

GRANTEE,

By: L. Allard  
Its: Vice President for Financial Affairs & Treasurer

CITY OF TUSCALOOSA, A Municipal  
Corporation

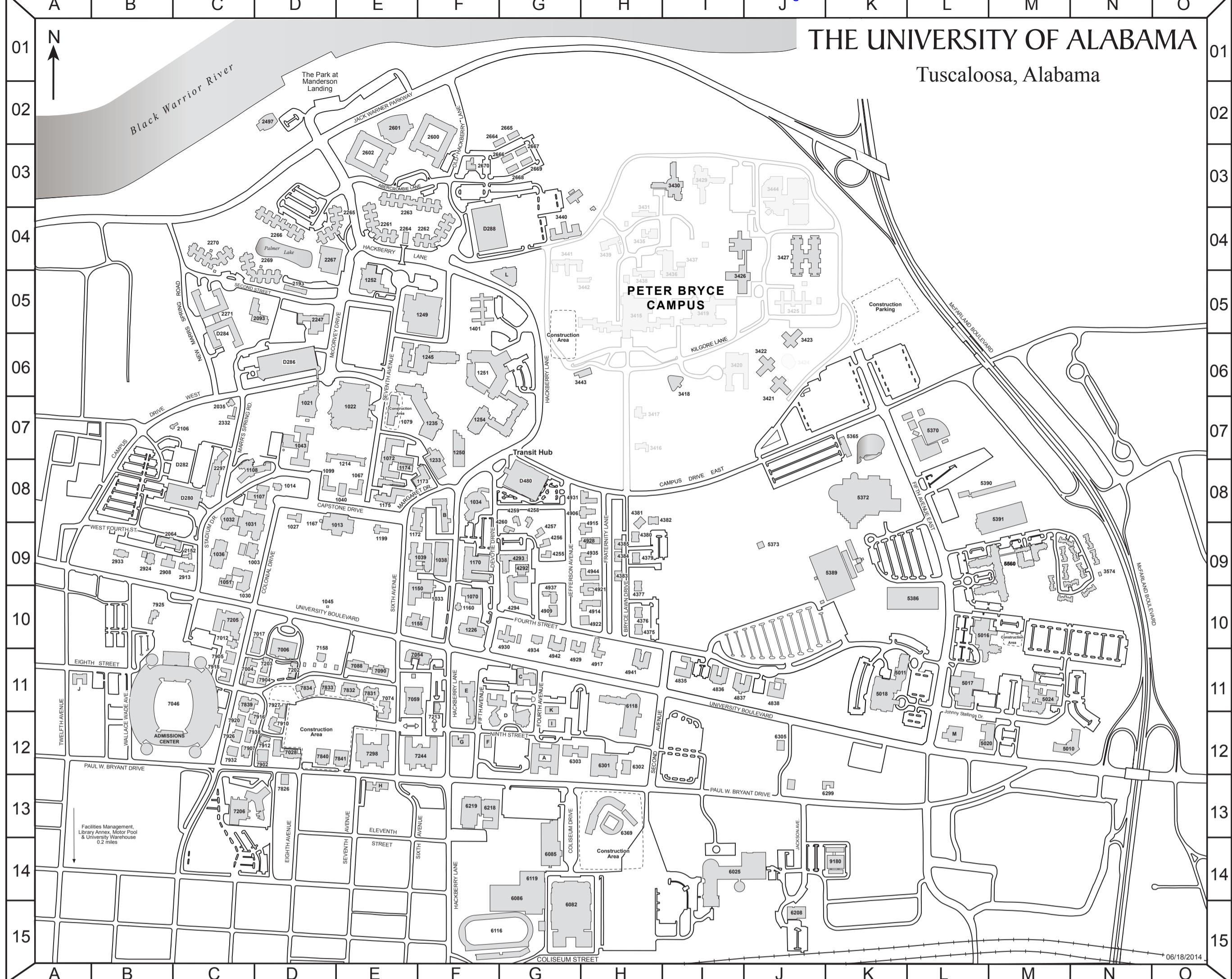
By: Walter Maddox  
Walter Maddox, Mayor

ATTEST:

Debby K Clement  
CITY CLERK

# THE UNIVERSITY OF ALABAMA

## Tuscaloosa, Alabama



BUILDING #	NAME	LOCATION	BUILDING #	NAME	LOCATION	OTHER BUILDINGS	LOCATION	SORORITIES	LOCATION	
3430	1 North	3-I	1173	Joint Student Projects Building	8-F	A	Hotel Capstone	12-G	7839	Alpha Chi Omega
5020	600 University Blvd.	11-L	6025	Law Center	14-I	B	W. B. Jones Hall (Oil and Gas)	8-F	7832	Alpha Delta Pi
5024	700 University Blvd.	11-M	7088	Little Hall	11-E	C	Baptist Campus Ministries	11-G	7833	Alpha Gamma Delta
7090	A. B. Moore Hall	11-E	1039	Lloyd Hall	9-F	D	St. Francis University Parish and	7912	Alpha Kappa Alpha	
7203	Adams Hall	11-D	2035	Maintenance Grounds	7-C	E	Catholic Student Center	12-F	7905	Alpha Omicron Pi
1252	AIME (Ala. Institute for Mfg. Excellence)	5-E	2332	Maintenance Quonset	7-C	E	Canterbury Chapel Episcopal Church and	7841	Alpha Phi	
6302	Alumni Hall	12-H	1099	Manly Hall	8-D	F	Student Center	11-F	7910	Chi Omega
1013	Amelia Gayle Gorgas Library	9-E	1032	Mary Hewell Alston Hall	8-C	G	University Lutheran Chapel	12-F	7834	Delta Delta Delta
1036	Angelo Bruno Business Library	9-C	1038	Mary Harmon Bryant Hall	9-F	H	Wesley Foundation	12-F	7831	Delta Gamma
6219	Aquatic Center	13-F	1051	McLure Education Library	9-C	H	Disciple Student Fellowship Ctr.	13-E	4258	Delta Sigma Theta
1043	B. B. Comer Hall	7-D	1401	McMillan Building (University of Alabama Press)	5-F	I	Hillel House	11-G	7916	Delta Zeta
6116	Bailey Track Stadium	15-G	2106	Moore House (unoccupied)	7-B	J	University Presbyterian Student Association	11-A	7907	Gamma Phi Beta
7028	Barnwell Hall	12-D	1107	Morgan Hall	8-D	K	Temple Emanu-El	11-G	7840	Gamma Phi Beta - Future Site
1031	Bidgood Hall	9-C	6218	Natatorium	13-F	L	National Water Center	4-G	7918	Kappa Alpha Theta
1034	Biology Building	8-F	D282	North ten Hoor Parking Deck	8-C	M	Sid McDonald Hall (UA System Office)	12-L	7904	Kappa Delta
1027	Blount: John T. Oliver Academic House	8-D	1150	Nott Hall	10-E				7920	Kappa Kappa Gamma
1199	Blount: Tourney Academic House	8-E	1033	Nott Hall Annex	10-F				7926	Phi Mu
6301	Bryant Conference Center	12-H	7074	Osband Hall	11-E				7927	Pi Beta Phi
4294	Bryant Hall	10-G	5365	Outdoor Pool Facilities	7-K				4257	Sigma Delta Tau
7046	Bryant-Denny Stadium	11-B	6303	Paul W. Bryant Museum	12-G					Unoccupied
3418	Bryant Jordan Hall	6-I	3440	Peter Bryce Campus Printing & Mail Services	4-G					Unoccupied
3527	Bryce Medical Center	4-J	7158	President's Mansion	11-D					Zeta Tau Alpha
D480	Campus Drive Parking Deck / Action Card / Transportation Services	8-G	5386	Recreation Fields and Restrooms	9-J					LOCATION
5010	Capstone College of Nursing	12-N	7205	Recreational Tennis Courts	10-K					
2264	Capstone Village Garden Center	9-N	D288	Reese Phifer Hall	10-C					
5560	Capstone Village Retirement Center	9-M	1250	Riverside East Parking Deck	4-G					
1003	Carmichael Hall	9-C	7006	Rogers Library for Science and Engineering	7-F					
6305	Center for Community-Based Partnerships	12-J	1175	Rose Administration Building	10-D					
1160	Child and Family Research Clinic	10-F	1167	ROTC and A&S Programs Building	8-E					
5016	Child Development Research Center	10-L	1108	Round House	8-D					
1040	Clark Hall	8-E	2497	Rowand-Johnson Hall	8-C					
6082	Coleman Coliseum	15-G	1226	Rowing Facility	2-D					
6086	Crisp Indoor Practice Facility	14-G	1254	Russell Hall	10-F					
7826	Dance Studio on Bryant	13-D	3441	Science and Engineering	7-G					
1045	Denny Chimes	10-D	6369	Searcy Building	4-G					
7017	Doster Hall	10-D	1172	Sewell-Thomas Baseball Field	13-H					
7202	East Annex	11-D	5389	Smith Hall / Alabama Museum of Natural History	8-E					
1070	East Quad Energy Plant	10-F	1235	Soccer Complex	10-K					
3443	Enterprise Hall	7-H	9180	South Engineering Research Center	7-F					
3421	Environmental Health and Safety	6-J	D280	South Lawn Office Building	14-K					
7054	Farrah Hall	11-F	5017	South ten Hoor Parking Deck	8-C					
D286	Ferguson Center Parking Deck	6-D	6119	Stallings Center (RISE Program)	11-L					
1022	Ferguson Student Center	7-E	2601	Strength and Conditioning Facility	14-G					
6085	Football Complex	14-G	1174	Student Activity Center at Presidential Village	3-E					
7059	Foster Auditorium	11-E	5011	Student Engineering Projects Building	8-E					
6118	Frank M. Moody Music Building	11-H	3422	Student Health Center	11-K					
2152	Frederick R. Maxwell Hall	9-C	5372	Student Media Building	6-J					
1233	Fresh Food Company	8-F	1021	Student Recreation Center	8-K					
1155	Gallalee Hall	10-E	7012	Student Services Center	7-D					
1067	Garland Hall	8-E	2297	Temple Tutwiler Hall	10-C					
1170	Gordon Palmer Hall	9-F	5390	ten Hoor Hall	8-C					
1014	Gorgas House	8-D	5391	Tennis Facilities - Outdoor	8-L					
1030	Graves Hall	9-C	3423	Tennis Facilities - Indoor	8-L					
1245	H.M. Comer Hall (Mineral Industries Building)	6-E	3426	Theater and Dance Set Design Studio	6-J					
1072	Hardaway Hall	7-E	1249	Tom Barnes Education Center	4-J					
7213	Hayden-Harris Hall	11-F		Tom Bevill Energy, Mineral, and						
3418	HES Design House	6-I	5018	Materials Science Research Building	5-F					
1079	Houser Hall	7-E	6208	University Medical Center	11-K					
1251	Interdisciplinary Science Building - Shelby Hall	6-F	5370	University Police Center	15-J					
				Women's Softball Complex	4-L					
				Woods Hall	12-14					

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
WESTERN DIVISION**

**RODNEY KEISTER,**

)

**Plaintiff,**

)

**vs.**

)

**STUART BELL, in his official capacity as  
President of the University of Alabama,  
JOHN HOOKS, in his official capacity as  
Chief of Police for the University of  
Alabama Police Department, and MITCH  
ODOM, individually and in his official  
capacity as Police Lieutenant for the  
University of Alabama Police Department,**

)

**Defendants.**

)

**Case No.: 7:17-cv-00131-RDP**

**SECOND AFFIDAVIT OF  
RODNEY KEISTER**

1. My name is Rodney Keister, the plaintiff in this case. I provide this, my second affidavit, in support of my claims in this cause. All matters set out herein in this affidavit are based on my own personal knowledge.

2. On March 10, 2016, I visited the city of Tuscaloosa, along with a friend, so I could share an evangelistic message about my Christian faith with students at the University of Alabama (UA) and anyone else I could find there.

3. We drove around in Tuscaloosa for a little while trying to find a good public place to share the gospel with people.

4. At some point, we got on University Blvd., and drove west from the intersection of that street with McFarland Blvd., hoping to find the UA campus.

5. However, we had some difficulty figuring out exactly where the UA campus was located. Heading west on University Blvd., I started to notice some buildings that appeared to be

affiliated with UA, but in that very same area, I also saw a number of private businesses. There was no demarcation showing where the university campus started.

6. As we passed through the intersection of University Blvd. and McFarland Blvd., there is a university building to the north, which I later learned is the College of Nursing. But directly across the street sits a private hospital.

7. As I continued west on University Blvd., I saw other private businesses mixed in with what appeared to be university buildings. For instance, there were restaurants, like Arby's, on my left as I was driving west toward Hackberry Lane.

8. As I approached the intersection of University Blvd. and Hackberry Lane, within one block of it, we also passed by PNC Bank.

9. As I was driving toward this intersection of University Blvd. and Hackberry Lane, I did not see anything signifying that we were about to be on campus property. The street we were on, University Blvd., has every appearance of a city street. The sidewalks running alongside University Blvd. have every appearance of city sidewalks. And the street and sidewalks did not change as we entered the intersection with Hackberry Lane.

10. Also, as we were driving to the intersection with Hackberry Lane, we did not see any signs or any other indicators stating we were crossing into UA campus.

11. And, upon reaching the intersection of University Blvd. and Hackberry Lane, there was nothing at that intersection indicating we were suddenly on university property. It looked like a typical intersection of two city streets. There were no signs signifying that we were on university property.

12. I saw Russell Hall and suspected it was a university building, but this building is not any more prominent than the other university buildings I saw on University Blvd. And a

bank and a park sit across the street from Russell Hall. Though Russell Hall and the grass in front of it appear to be university property or controlled by UA, the intersection and adjoining sidewalks do not appear to be university property.

13. I know from reviewing the Response to my Motion for Preliminary Injunction that UA claims there was a Crimson script “A” painted in the middle of the intersection. But I do not recall seeing anything like that at the intersection on the day I visited.

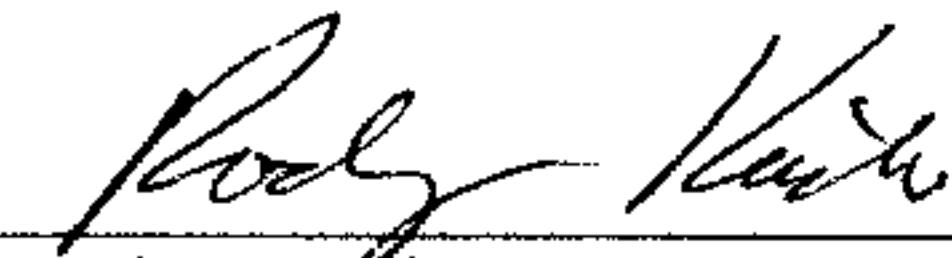
14. I also know UA claims there were UA banners on street lamps close to that intersection. I don’t specifically recall seeing those, but if they were there, their presence would not have stuck out in my mind because I saw banners just like them on other street lamps in other parts of Tuscaloosa that have no university buildings, such as on the strip.

15. UA further mentions the landscaping fences located on University Blvd in front of Russell Hall. I did see the fencing, but the fences only indicated that everything between it and the street is public property and part of a public easement.

16. Based on my own personal observations, seeing University Blvd. and the structures alongside the street as I was driving west toward the intersection with Hackberry Lane, and seeing the intersection itself, I believed at all times (and I still do ) that the intersecting streets and adjoining sidewalks are public, and particularly city, property. I did not see anything suggesting those streets or sidewalks are university property.

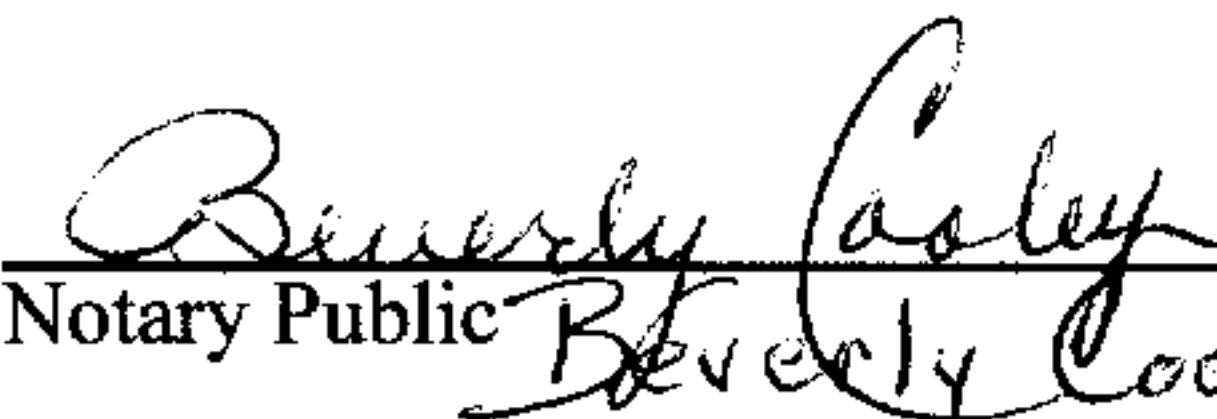
VERIFICATION

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

  
Rodney Keister

STATE OF Louisiana  
Parish Beauregard  
COUNTY OF Beauregard

On this 11<sup>th</sup> day of February 2017, before me, a Notary Public of the State and County aforesaid, personally appeared Rodney Keister, to me known (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

  
Notary Public   
Beverly Cooley 066557

My Commission Expires:

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
WESTERN DIVISION**

**RODNEY KEISTER,**

)

**Plaintiff,**

)

**vs.**

)

**STUART BELL, in his official capacity as  
President of the University of Alabama,  
JOHN HOOKS, in his official capacity as  
Chief of Police for the University of  
Alabama Police Department, and MITCH  
ODOM, individually and in his official  
capacity as Police Lieutenant for the  
University of Alabama Police Department,**

)

**Defendants.**

)

**Case No.: 7:17-cv-00131-RDP**

**AFFIDAVIT OF  
BRYAN PEOPLES**

1. My name is Bryan Peoples. All matters set out herein in this affidavit are based on my own personal knowledge.

2. I formerly attended UA in Tuscaloosa, as did my wife and three children, one of whom lives in Tuscaloosa presently, so I am very familiar with the area. On February 11 and 12, 2017, I visited the city of Tuscaloosa and took several photographs of the intersection of University Boulevard and Hackberry Lane and also the surrounding areas.

3. While travelling west on University Boulevard from McFarland Boulevard, on the left, I immediately saw a private hospital. Attached as Exhibit "M" is a photograph I took of the hospital on the south side of University Boulevard. Attached as Exhibit "N" is a photograph I took of the hospital's emergency entrance sign.

4. Continuing on, I arrived at the intersection of University Boulevard and Paul Bryant Drive, where UA's "A" symbol was painted on the street. Attached as Exhibit "O" is a

photograph I took of the intersection of University Boulevard and Paul Bryant Drive.

5. This intersection was surrounded by private businesses, and appeared to be a normal part of the City. For example, attached as Exhibit "P" is a photograph I took of a BBVA Compass finance company on the north side of University Boulevard. UA banners stating "Where legends are made" hung from streetlamps all along the north side, even though this area was clearly private, as seen in Exhibit "Q".

6. A short distance further, on the south side, I spotted and photographed a Rite Aid pharmacy, as shown in Exhibit "R".

7. Continuing on, on the south side, I saw an auto service center as shown in Exhibit "S". Immediately west of the auto service center was a Chevron gas station, as shown in Exhibit "T".

8. Continuing further I saw another group of private businesses clumped together on the south side of the street. Attached as Exhibit "U" is a photograph I took of a building which housed a U.S. Marine Corps Officer Selection Station and some medical offices. Right next to it was a sign for the Alabama Credit Union, shown in Exhibit "V". Just west of this was a Newk's restaurant, shown in Exhibit "W". Just beyond the Newk's was an Arby's restaurant, shown in Exhibit "X". The streetlamp just next to the Arby's had another one of those UA banners on it, as shown in Exhibit "Y".

9. A short distance further, at the intersection of University Boulevard and 2<sup>nd</sup> Avenue, I noticed that the street signs were stylized, as shown in Exhibits "Z" and "AA". On the left side was the seal of the City of Tuscaloosa, followed by the street name, followed by the University of Alabama "A" symbol.

10. Continuing forward, on the south side, I saw a PNC Bank, as shown in Exhibits

“BB” and “CC”. There were also several churches nearby.

11. Just past the Bank, there was a street sign indicating the intersection of University Boulevard and 4<sup>th</sup> Avenue, as shown in Exhibit “DD”. This sign did not have either of the stylized symbols on it.

12. As I approached the intersection of University Boulevard and Hackberry Lane, I saw a park on the south and went inside. The image attached as Exhibit “EE” shows the park from the east end facing west. There were no signs indicating who the park belonged to, but inside, I found a plaque dedicating it to two individuals for their contributions to UA and Canterbury Chapel, as shown in Exhibit “FF”. From my own experience, I know that Canterbury Chapel is the church that is located immediately south of the park.

13. At the intersection of University Boulevard and Hackberry Lane, I saw that the street signs here were stylized just like the ones at University and 2<sup>nd</sup> and included the seal of the City of Tuscaloosa, as shown in Exhibits “GG” and “HH”. There was not an “A” painted on the street like there had been at the intersection of University and Paul Bryant. Attached as Exhibit “II” is a photo I took of the intersection of University and Hackberry, showing no “A” symbol on the street.

14. I wanted to see what Hackberry Lane looked like while travelling north toward the University, so I started at the intersection of Hackberry and Hargrove. This area appeared to have nothing to do with UA. On the west, there was a business called Global Tax Services, as shown in Exhibit “JJ”. From there, Hackberry turned into a residential neighborhood for a short distance, as shown in Exhibit “KK”.

15. Near the intersection with 19<sup>th</sup> Street, some small businesses started popping up. On the west, there was a Mitchem Abernathy Accountants and an Eddie’s Wallpaper Shop,

shown in Exhibits “LL” and “MM”, respectively. Past the Eddie’s was a series of businesses, including a dry cleaner and a Shell gas station, shown in Exhibit “NN”. On the east, there was a General Sew and Vac store and a Jet-Pep gas station, as shown in Exhibit “OO”.

16. Continuing on, on the west side was Monnish Park, a public park that is shown in Exhibits “PP” and “QQ”.

17. As I approached the intersection with 15<sup>th</sup> Street, I saw a Checkers and a strip mall on the east side, shown in Exhibit “RR”. Across 15<sup>th</sup> Street from the Checkers was a dry cleaner, an Indian Buffet, and other businesses, shown in Exhibit “SS”. And, on the west, past 15<sup>th</sup> Street, was a baking company, shown in Exhibit “TT”.

18. Further north, on the west side was the Parkview Shopping Center, shown in Exhibit “UU”.

19. After passing the railroad tracks, on the west there was a Jack’s restaurant, and some apartment complexes, shown in Exhibit “VV”. Surrounding the public sidewalks on the west side of Hackberry, the Central Park Apartments had set up decorative fencing similar to the kind near the intersection of University and Hackberry, as shown in Exhibit “WW”.

20. At the intersection of Hackberry and Paul Bryant Drive, I noticed that the street signs were stylized with the City of Tuscaloosa seal and the UA “A” symbol, as shown in Exhibits “XX” and “YY”. On the northeast corner of this intersection sits a Regions bank, and a UA banner hung on the traffic signal pole.

21. A couple hundred feet north of this intersection, on the east is Canterbury Episcopal Chapel, shown in Exhibit “ZZ”. The sidewalk leading toward the intersection of University and Hackberry is wide open, as shown in Exhibit “AAA”. And, as mentioned before, a park sits just north of the church, on the southeast corner of the intersection of University and

Hackberry, as shown in Exhibit “BBB”.

22. I also wanted to see what the streets looked like heading from east on University Boulevard towards UA. I started at the intersection of University and Greensboro Avenue, which is far west of any UA buildings. There, I noticed that the street signs were stylized with the seal of the City of Tuscaloosa, as shown in Exhibit “CCC”. These signs did not include the UA script, which indicated to me that the seals were put on the signs by the City.

23. As I travelled east, the buildings were exclusively private buildings and a few government buildings, but there were no UA buildings. For example, as I neared the intersection of University and Reed Street, this pattern continued. On the south, I saw a Ruan Thai restaurant and a Shell gas station, shown in Exhibit “DDD”. On the north, there was an apartment broker and a ticket broker, shown in Exhibit “EEE”. Just past the intersection, on the north, was the Surin of Thailand restaurant, shown in Exhibit “FFF”.

24. The entire intersection contained nothing but private businesses. Yet, the street signs were stylized with the City of Tuscaloosa seal and the UA “A” and there was a UA banner hanging from the traffic signal, as shown in Exhibit “GGG”, despite being clearly off-campus. Additionally, just past the Shell station was a sign that reads “Stadium Stroll” and includes both the City of Tuscaloosa seal and the UA logo, as shown in Exhibit “HHH”. Past this sign, the private businesses and UA banners continued, with a Smoothie King on the south and a Jimmy John’s and UA sign on a streetlamp on the north, as shown in Exhibits “III” and “JJJ”, respectively.

25. Then, on the southern sidewalk just past Gene Stallings Avenue, was a City of Tuscaloosa sign, sporting the City seal and welcoming you to Strip. It was located right next to a Waffle House and a streetlamp with another UA banner on it. Attached as Exhibit “KKK” is a

photograph I took showing the Waffle House, the sign, and the UA banner right next to each other.

26. The rest of the Strip was similar. There were no UA buildings, only a variety of private business with UA banners and the stylized street signs all over the place, as shown in Exhibits “LLL” and “MMM”. Examples of the private businesses include Steamers on the Strip (Exhibit “NNN”), The Houndstooth (Exhibit “OOO”), CVS pharmacy (Exhibit “PPP”), Publix Super Market (Exhibit “QQQ”), Buffalo Phil’s pub (Exhibit “RRR”), Mooyah’s Burgers (Exhibit “SSS”), GNC (Exhibit “TTT”), and many more (Exhibit “UUU”).

27. Just past the Strip, I also spotted another “Welcome to the Strip” sign along Wallace Wade Avenue, toward the Bryant-Denny Stadium, as shown in Exhibit “VVV”.

28. UA symbols and banners are regularly seen throughout the City. For example, I saw UA’s “A” painted on the driveway of the City of Tuscaloosa Fire Station No. 2, as shown in Exhibit “WWW”. This fire stations I located on Paul Bryant Drive, southwest of the Chevron and southeast of the Newk’s restaurant on University Boulevard.

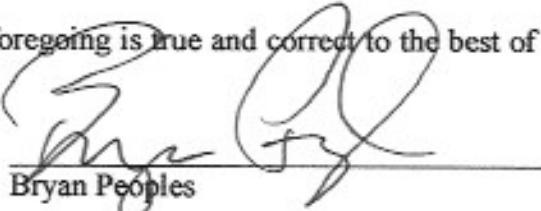
29. Also, I took a photograph while facing west near the intersection of Paul Bryant Drive and Wallace Wade Avenue. As in many other parts of Tuscaloosa, there were UA banners hanging from the streetlamps far down the street, as shown in Exhibit “XXX”, even though all the buildings west of Wallace Wade are private.

30. I also saw one of those “Stadium Stroll” signs at the intersection of University and 20<sup>th</sup> Avenue, about half a mile west of the Strip, as shown in Exhibit “YYY”.

31. I also drove through the middle of campus, on Peter Bryce Boulevard and noticed that the street signs there too, were stylized with the City of Tuscaloosa seal, as shown in Exhibit “ZZZ”. This was also true of the street signs north of campus on and along Jack Warner Parkway, as seen in Exhibits “AAAA”, “BBBB”, “CCCC”, and “DDDD”.

VERIFICATION

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.



Bryan Peoples

STATE OF Alabama

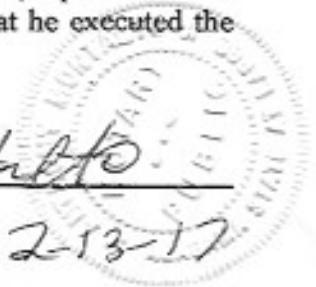
COUNTY OF Tuscaloosa

On this 13<sup>th</sup> day of February 2017, before me, a Notary Public of the State and County aforesaid, personally appeared Bryan Peoples, to me known (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.



Anthony Montalvo

Notary Public



My Commission Expires:

7/23/18



Exhibit "11"



Exhibit "12"



Exhibit "13"